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December 16, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO ACCEPT A SUBCONTRACT AGREEMENT BETWEEN
RTI INTERNATIONAL AND THE DEPARTMENT OF PUBLIC
HEALTH'S HIV EPIDEMIOLOGY PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(4 VOTES)**

SUBJECT

Request approval to accept a Subcontract Agreement between RTI International and the Department of Public Health to receive funds to support a Transgender HIV Behavioral Survey pilot study.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and execute Subcontract Agreement Number 3-312-0208947 (Exhibit I) between RTI International (RTI) and DPH to receive funds to support a Transgender HIV Behavioral Survey (THBS) pilot study effective upon date of Board approval through June 22, 2009, in the amount of \$36,713, at no net County Cost.
2. Delegate authority to the Director of DPH, or his designee, to accept and execute future Subcontract Agreements, substantially similar to Subcontract Agreement Number 3-312-0208947 between RTI and DPH for funds to support future THBS studies, through Fiscal Year (FY) 2010-2011, subject to review and approval by County Counsel and Chief Executive Office, and notification to the Board offices.

3. Delegate authority to the Director of DPH, or his designee, to execute amendments substantially similar to RTI's Subcontract Number 3-312-0208947 that allow rollover of unspent funds and/or increase or decrease funding up to 25 percent above the base 2008-2009 Subcontract Agreement award amount for each subsequent year, subject to review and approval by County Counsel and Chief Executive Office, and notification to the Board offices.
4. Approve the Request for Appropriation Adjustment (Exhibit II) in the amount of \$25,000 for Fiscal Year (FY) 2008-2009. This Appropriation Adjustment will increase DPH's budgeted Services and Supplies (S&S) appropriation and is fully offset by grant funding from RTI.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Your Board's approval of this action will enable DPH's HIV Epidemiology Program to assist in strengthening the national capacity to monitor the HIV epidemic and to improve the direction and evaluation of prevention efforts among male-to-female transgender persons under the Centers for Disease Control and Prevention (CDC) National HIV Behavioral Surveillance (NHBS) system. The THBS pilot study has been initiated by CDC to improve monitoring of the spread of the HIV epidemic in and beyond male-to-female (MTF) transgender persons, a sub-population at significant risk for infection. The THBS pilot data and study procedures will allow CDC to develop an appropriate surveillance system to meet the CDC HIV Prevention Strategic Plan objective of improving surveillance of HIV-related risk behaviors among transgender or gender variant persons.

THBS is a countywide cross-sectional, anonymous pilot study to explore the feasibility of collecting HIV-related behavioral surveillance data from MTF transgender persons.

The THBS pilot study will test a questionnaire to capture accurate epidemiologic and behavioral data specific to racial and ethnic minority transgender persons. The data to be collected by the questionnaire are for the purpose of: 1) monitoring risk; and 2) designing and evaluating evidence-based HIV prevention programs for these populations. The participants must be at least 15 years of age, reside in Los Angeles County, and be able to complete the audio, computer-assisted self interview (A-CASI) in English. A minimum of 100 eligible MTF persons will be recruited and interviewed for the pilot study, with the assistance of contract personnel. Persons who consent to participate will be shown how to complete the A-CASI survey on a laptop computer and will be debriefed after completion of the survey and asked to recruit three to five of their peers who meet the eligibility requirements.

Your Board's approval of the attached Appropriation Adjustment will increase DPH's S&S appropriation in the amount of \$25,000 for FY 2008-09 and will enable DPH to recognize the funding made available under this Subcontract Agreement for various operating expenses associated with the THBS pilot study.

Implementation of Strategic Plan Goals

This action supports Goal 6, Community Services and Goal 7, Health and Mental Health of the County's Strategic Plan, by improving surveillance of HIV-related risk behaviors among transgender or gender variant persons residing in Los Angeles County.

FISCAL IMPACT/FINANCING

The total amount of funding available to DPH under Subcontract Number 3-312-0208947 is \$36,713 for the period of December 15, 2008, through June 22, 2009, services to be provided upon Board approval.

The attached Appropriation Adjustment will increase DPH's S&S appropriation in the amount of \$25,000 for FY 2008-09, which is fully offset by grant funding, to support various operating expenses related to the THBS pilot study, such as travel, office supplies, and contract services.

There is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 31, 2006, RTI entered into an agreement with CDC's National Center for HIV/AIDS, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Prevention to assist in developing and carrying out a pilot of THBS.

On May 5, 2008, RTI released a request for proposals. DPH submitted a proposal and was selected as one of the contractors to participate in the pilot study.

On August 13, 2008, DPH received Subcontract Number 3-312-0208947 from RTI in the amount of \$36,713 for the period of December 15, 2008 through June 22, 2009.

Exhibit I has been approved as to form by County Counsel. Exhibit II is the Appropriation Adjustment.

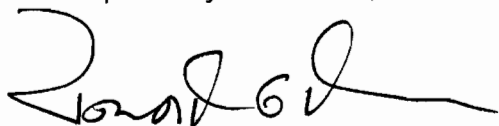
IMPACT ON CURRENT SERVICES (OR PROJECTS)


The THBS pilot survey data will inform DPH about the prevalence of risk behaviors, HIV testing and infection, and the use of HIV prevention services among racial and ethnic minority transgender persons. The pilot survey data will improve countywide surveillance and assist in identifying both met and unmet HIV prevention needs in order to inform DPH, community-based organizations, community planning groups and other stakeholders about the distribution of critical yet scarce HIV prevention and care resources to transgender or gender variant persons.

CONCLUSION

When approved DPH requires four signed copies of your Board's action.

Respectfully submitted,



 JONATHAN E. FIELDING
Director and Health Officer, Department of Public Health

JEF: ar

Attachments (2)

c: County Counsel
Chief Executive Officer
Auditor-Controller

RTI International
Office of Research Contracts
PO Box 12194, 3040 Cornwallis Road
Research Triangle Park, NC 27709-2194



Subcontract Number 3-312-0208947

<p>Subcontractor Information</p> <p>Los Angeles County Department of Public Health HIV Epidemiology Program, 600 S. Commonwealth Ave., Suite 1920 Los Angeles, CA 90005 USA</p> <p>Business Size: <input type="checkbox"/> Small <input type="checkbox"/> Large </p> <p>Business Classification: <input type="checkbox"/> Nonprofit <input type="checkbox"/> Educational Institution <input type="checkbox"/> Foreign Entity <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Small-Disadvantaged* <input type="checkbox"/> Veteran Owned <input type="checkbox"/> Service-Disabled Veteran Owned* <input type="checkbox"/> HUB Zone </p> <p>*Copy of certification must be submitted.</p>	<p>Subcontract Information</p> <p>Subcontract Amount \$36,713</p> <p>Funded Amount \$36,713</p> <p>Period of Performance 12/15/08 to 06/22/09</p> <p>Subcontract Type Fixed Price</p> <p>CFDA Number </p> <p>NAIC Number </p> <p>Taxpayer ID Number </p> <p>Prime Contract Info: Centers for Disease Control and Prevention Contract 200-2003-02489, Task Order 2</p> <p><i>Transgender HIV Behavioral Survey (THBS) Pilot Study</i></p>
<p>This Subcontract is between RTI International (hereinafter referred to as RTI), a nonprofit organization, and Los Angeles County Department of Public Health, acting as an independent contractor and not as an agent of RTI International, (referred to throughout as "Subcontractor"). Subcontractor agrees to deliver all items and perform all services in accordance with the following Subcontract Appendices:</p> <ul style="list-style-type: none"> • Appendix A: Special Contract Requirements • Appendix B: Standard Terms and Conditions • Appendix C: Federal Acquisition Regulation Clauses • Appendix D: Statement of Work/Budget • Appendix E: Invoice/Payment Instructions <p>This Subcontract embodies the entire agreement between RTI and Subcontractor and supersedes all other agreements either written or oral. Officials signing this Subcontract certify that they have legal authority to enter into binding agreements on behalf of their organizations.</p>	
<p>Subcontractor Contractual Personnel:</p> <p>Douglas Frye 213/351-8190 Facsimile: 213/639-3398</p> <p>Project Manager: Trista Bingham 213/351-8175</p>	<p>RTI Contractual Personnel:</p> <p>Kristin Wiggins 919/541-7021 Facsimile: 919/990-8354</p> <p>Project Manager: Dr. K. Kristina Peterson 919/485-7722</p>
<p>Signature:</p>	<p>Signature:</p>
<p>Typed Name: Jonathan Freedman</p>	<p>Typed Name: Kristin Wiggins</p>
<p>Title: Deputy Chief of LAC Department of Public Health</p>	<p>Title: Subcontract Administrator</p>
<p>Date:</p>	<p>Date:</p>

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Appendix A: Special Contract Requirements

SCR 1. Type of Subcontract/Funding

This is a Firm Fixed Price Subcontract in the amount of \$36,713, for the completion of all the work requirements found in Appendix D, Statement of Work/Budget. Upon completion and RTI acceptance of the work specified herein, the Subcontractor will submit invoice(s) in accordance with the payment provisions established elsewhere herein. In addition to any other available remedies, if, in the opinion of RTI, Subcontractor fails to perform in accordance with the terms of this Subcontract, the RTI Subcontract Administrator may refuse or limit approval of any invoices for payment, and may cause payments to Subcontractor to be reduced or withheld until such time as RTI determines that Subcontractor has met the performance terms as established by the Subcontract.

SCR 2. Milestone Payment Schedule

The Subcontractor shall provide the services/supplies set forth in Appendix D, Statement of Work/Budget, and will invoice RTI in accordance with the following Milestone Payment Schedule:

Task/ Subtask	Start Date	End Date	Deliverable	Deliverable Submission Date	Payment
1. Study Coordination					
1.1 Identify study coordinator	8/20/2008	9/20/2008	Update RTI in monthly report	9/20/2008	Pre-requisite
1.2 Kick-off Conference Call	Date to be announced by RTI	Date to be announced by RTI	Attendance at kick-off conference call	9/30/2008	Pre-requisite
1.3 Hire study coordinator	12/15/2008	12/20/2008	Provide RTI with coordinator information via monthly report/conference call	12/20/2008	\$135
2. IRB review					
2.1 Develop draft of local IRB Protocol/ Submit to RTI	8/20/2008	10/20/2008	Submit Draft IRB protocol to RTI	10/20/2008	Pre-requisite
2.2 Revise IRB protocol (as needed)/Submit to local IRB	9/20/2008	11/20/2008	Submit revised draft to RTI, Notify RTI in monthly report of IRB submission	11/20/2008	Pre-requisite
2.3 Respond to local IRB questions/concerns	10/20/2008	11/20/2008	Update RTI on IRB status in monthly report	11/20/2008	Pre-requisite
2.4 Notify RTI of local IRB approval	10/20/2008	12/20/2008	Notify RTI via email and monthly report regarding IRB approval	12/20/2008	\$0
3. Staffing					
3.1 Identify appropriate interviewer staff	12/15/2008	12/20/2008	Update RTI on status via monthly report	12/20/2008	\$272
3.2 Hire staff	12/20/2008	1/20/2009	Provide RTI with staff information via monthly report	1/20/2009	\$192
4. Training					
4.1 Identify staff for training and submit list to RTI	12/20/2008	2/20/2009	Training participant list updated weekly in the months preceding training	2/20/2009	\$129

4.2 Make travel arrangements for participating staff	12/20/2008	2/20/2009	Update RTI on status of arrangements via monthly report/conference calls	2/20/2009	\$137
4.3 Attend training	Date to be announced by RTI	Date to be announced by RTI	Successful completion of in-person training by required # of people	2/20/2009	\$3,248
5. Piloting the questionnaire					
5.1 Develop local survey questions	9/15/2008	12/20/2008	N/A	N/A	\$0
5.2 Program local survey questions for ACASI/Install questionnaires on to laptops	12/1/2008	1/20/2009	N/A	N/A	\$0
5.3 Identify/interview seeds	12/20/2008	2/20/2009	Update RTI on status of seeds via monthly report/conference calls	2/30/2009	\$4,393
5.4 Recruitment begins/Administer 100 Surveys	2/20/2009	5/20/2009	Update RTI on implementation via monthly reports/conference calls	5/20/2009	\$18,732
6. Reporting and Data Delivery					
6.1 Download data from laptops	2/20/2009	5/20/2009	Update RTI on status of downloads via monthly reports/conference calls	5/20/2009	\$3,958
6.2 Monitor recruitment chains (no cost to RTI)	2/20/2009	5/20/2009	N/A	N/A	
6.3 Participate in THBS conference calls	2/20/2009	5/20/2009	Participation in weekly conference calls with RTI	Weekly during data collection	
6.4 Submit provisional data sets	3/10/2009	4/10/2009	Interim monthly electronic data sets (2)	On the 10 th day of each month	\$1,550
6.5 Site Visit	3/12/2009	4/02/2009	HEP will facilitate site visit	3- 6 weeks after implementation	
6.6 Submit progress reports/process indicator forms	3/10/2009	6/10/2009	Monthly progress reports	On the 10 th day of each month	\$1,849
6.7 Submit final data set	5/20/2009	6/20/2009	Final electronic data set	6/20/2009	\$620
6.8 Submit final/brief report	4/20/2009	6/20/2009	Final/brief report on questionnaire changes and operation challenges	6/20/2009	\$1,498

SCR 3. Period of Performance

The period of performance for this Subcontract shall begin on **August 22, 2008** and continue to **June 22, 2009** in accordance with the Appendix B, Standard Terms and Conditions and Appendix D, Statement of Work.

SCR 4. Designation of Contractual Representatives

- A. Kristin Wiggins is hereby designated as the RTI Subcontract Administrator and is the only one with the authority to direct changes under this Subcontract. All notices shall be in writing and addressed as follows:

For RTI

Kristin Wiggins
Office of Research Contracts
RTI International
P.O. Box 12194
Research Triangle Park, NC 27709-2194
Phone: 919/541-7021
Facsimile: 919/990-8354
Email: kwiggins@rti.org

For Subcontractor

Douglas Frye
Los Angeles County Department of Public Health
HIV Epidemiology Program
600 S. Commonwealth Ave.
Suite 1920
Los Angeles, CA 90005 USA
Phone: 213/351-8190
Facsimile: 213/639-3398
Email: dfrye@ph.lacounty.gov

- B. The RTI Technical Monitor/Project Manager assigned to this Subcontract is Dr. K. Kristina Peterson.

SCR 5. Key Personnel

- A. **Dr. Trista Bingham** is considered essential to the work being performed under this Subcontract. By mutual agreement, the list of key personnel may be amended from time to time during the course of this Subcontract to either add or delete key personnel as appropriate.
- B. During the first ninety (90) calendar days of performance, Subcontractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. Subcontractor shall notify the RTI Subcontract Administrator within ten (10) calendar days after the occurrence of any of these events and provide the information required by Paragraph C below. After the initial ninety (90) calendar day period, Subcontractor shall submit the information required by Paragraph C to the RTI Subcontract Administrator at least ten (10) calendar days prior to making any permanent substitutions.
- C. Prior to diverting the above-named personnel to other programs, Subcontractor shall submit a justification (including the reason for the requested substitution and resumes of the proposed replacement key personnel) in sufficient detail to permit evaluation of the impact of the requested substitution on the program. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The RTI Subcontract Administrator will notify Subcontractor of RTI's decision about the substitutions within twenty (20) calendar days after receipt of all required information.

SCR 6. Institutional Review Board (IRB)

Institutional Review Board approval must be obtained before any contact with human subjects. All research involving human subjects, or data from or about human subjects, must be conducted in accordance with applicable federal regulations (45 CFR 46 and 21 CFR 50 and 56) and the protocol approved by the IRB. Research activities include contacting Human Subjects, conducting the survey and the collecting and storing of any Human Subject data resulting from this survey. Upon notice of IRB approval, RTI will provide notice to the Subcontractor to commence work. Once this notice is provided to Subcontractor, the Subcontractor may commence with the research activities.

SCR 7. HHSAR 352.270-8b Protection of Human Subjects (Jan 2001)

- a. Subcontractor agrees that the rights and welfare of human subjects involved in research under this Subcontract shall be protected in accordance with 45 CFR Part 46 and with the Contractor's current Assurance of Compliance on file with the Office for Protection from Research Risks (OPRR), National Institutes of Health (NIH). Subcontractor further agrees to provide certification at least annually that the Institutional Review Board has reviewed and approved the procedures, which involve human subjects in accordance with 45 CFR Part 46 and the Assurance of Compliance.
- b. Subcontractor shall bear full responsibility for the performance of all work and services involving the use of human subjects under this Subcontract in a proper manner and as safely as is feasible. The parties hereto agree that Subcontractor retains the right to control and direct the performance of all work under this Subcontract. Nothing in this Subcontract shall be deemed to constitute Subcontractor or any lower-tier subcontractor, agent or employee of Subcontractor, or any other person, organization, institution, or group of any kind whatsoever, as the agent or employee of RTI or the Government. Subcontractor agrees that it has entered into this Subcontract and will

discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise as an independent contractor without imputing liability on the part of RTI or the Government for the acts of Subcontractor or its employees.

- c. If at any time during the performance of this Subcontract, the CDC Contracting Officer determines in consultation with the OPRR, NIH, that Subcontractor is not in compliance with any of the requirements and/or standards stated in paragraphs (a) and (b) above, RTI may immediately suspend in whole or in part, work and further payments under this Subcontract until Subcontractor corrects the noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing. If Subcontractor fails to complete corrective action within the period of time designated in the RTI's written notice of suspension, the RTI may, in consultation with OPRR, NIH, terminate this Subcontract in a whole or in part, and Subcontractor's name may be removed from the list of those contractors with approved Health and Human Services Human Subject Assurances.

SCR 8. DELETED

SCR 9. Prohibition of the Use of Appropriated Fund for Lobbying Activities

The Subcontractor is hereby notified of the restrictions on the use of Department of Health and Human Services' funding for lobbying of Federal, State and Local legislative bodies.

Section 1352 of Title 10, United States Code (Public Law 101-121, effective 12/23/89), among other things, prohibits a recipient (and their subcontractors) of a Federal contract, grant, loan or cooperative agreement from using appropriated funds (other than profits from a Federal contract) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions; the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan or cooperative agreement. For additional information of prohibitions against lobbying activities, see FAR Subpart 3.8 and FAR Clause 52.203-12.

In addition, the current Department of Health and Human Services Appropriations Act provides that no part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television or video presentation designed to support, or defeat legislation pending before the Congress, or any State or Local legislature except in presentation to the Congress, or any State or Local legislative body itself.

The current Department of Health and Human Services Appropriations Act also provides that no part of any appropriation contained in this Act shall be used to pay the salary or expenses of any contract or grant recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress, or any State or Local legislature.

SCR 10. Smoke-Free Environment

In compliance with Department of Health and Human Services (DHHS) regulations, all Subcontractor personnel performing work within CDC/ATSDR facilities shall observe the CDC/ATSDR smoke-free working environment policy at all times. This policy prohibits smoking in all CDC/ATSDR buildings and in front of buildings which are open to the public. This policy is also applicable to Subcontractor personnel who do not work full-time within CDC/ATSDR facilities, but are attending meetings within CDC/ATSDR facilities.

SCR 11. Privacy Act Applicability

Notification is hereby given that the Subcontractor and its employees are subject to criminal penalties for violation of the Privacy Act to the same extent as employees of the Government. The Subcontractor shall assure that each of its employees knows the prescribed rules of conduct and that each is aware that he or she can be subjected to criminal penalty for violation of the Act. A copy of 45 CFR Part 5b, Privacy Act Regulations, may be obtained at <http://ecfr.gpoaccess.gov/>.

SCR 12. Printing Restrictions

- A. Any all duplication requirements under this Subcontract shall be performed in accordance with the requirements set forth in the Government Printing and Binding Regulations, published by the Joint Committee on Printing, Congress of the United States, February 1990.

- B. The Subcontractor is prohibited from duplicating any material that exceeds any one of the following limitations:
- 5,000 copies per single printed page; or
 - 25,000 copies of multiple printed pages. *This is computed by multiplying the number of printed pages to be copied by the number of copies needed. The total cannot exceed 25,000. Please note that double-sided pages are considered to be equal to 2 printed pages (e.g. 5 double-sided pages equals 10 printed pages).*
- C. For duplication requirements that exceed these limitations, CDC will arrange for the duplication to be performed by the Government Printing Office.

SCR 13. Inclusion of Woman and Racial and Ethnic Minorities in Research

It is the policy of the Centers for Disease Control and Prevention (CDC) and the Agency for Toxic Substances and Disease Registry (ATSDR) to ensure that individuals of both sexes and the various racial and ethnic groups will be included in CDC/ATSDR supported research projects involving human subjects, whenever feasible and appropriate. Racial and ethnic groups are those defined in OMB Directive No. 15 and include American Indian, Alaskan Native, Asian, Pacific Islander, Black, and Hispanic. The Subcontractor shall ensure that women, racial and ethnic minority populations are appropriately represented in proposals for research projects involving human subjects. Where clear and compelling rationale exist that inclusion is inappropriate or not feasible, this situation must be explained. This policy does not apply to research studies when the investigator cannot control race, ethnicity, and/or sex of subjects. Further guidance to this policy is contained in the Federal Register notice dated September 15, 1995.

Appendix B: Standard Terms and Conditions

ARTICLE 1. Privity

This Subcontract is funded in whole or in part with funds from the United States Government. Neither the Government nor any of its departments, agencies, or employees is or will be a party to this Subcontract or any lower-tier subcontract. No privity between the Government Client and Subcontractor is established by this Subcontract. All communications regarding this Subcontract must be directed to RTI and not to RTI's Government Client.

ARTICLE 2. Independent Contractor

The relationship of Subcontractor to RTI is that of an independent contractor, and nothing in this Subcontract shall be construed as creating any other relationship. Accordingly, Subcontractor shall comply with all laws and assume all risks incident to its status as an independent contractor. This includes, but is not limited to, responsibility for all applicable federal and state income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for Subcontractor's protection in connection with work performed under this Agreement. Neither Subcontractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee, or servant of RTI.

ARTICLE 3. Statement of Work/Budget

Subcontractor shall furnish the necessary personnel, materials, services, equipment and facilities, and all other items necessary to accomplish all tasks specified in Appendix D, *Statement of Work/Budget*, which is hereby incorporated and made a part of this Subcontract.

ARTICLE 4. Period of Performance

Subcontractor shall strictly adhere to the period of performance set forth in the Appendix A, Special Contract Requirements. Any changes to the period of performance shall only be authorized by RTI through the issuance of a written and properly executed Subcontract modification. In the event of any anticipated or actual delay in performance, Subcontractor shall: (i) promptly notify RTI in writing (within 5 days) of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide RTI with a written recovery schedule; and (iii) if requested by RTI, expedite performance or delivery to avoid or minimize delay to the maximum extent possible, unless Subcontractor is excused from prompt performance as provided in the "Excusable Delays" article of this Subcontract.

ARTICLE 5. Consultants/Lower-Tier Subcontracts

- A. PRIOR WRITTEN approval of the RTI Subcontract Administrator is required for obtaining services of consultants and lower-tier subcontractors. Costs for consultants and lower-tier subcontracts who have not received PRIOR WRITTEN approval in accordance with this Article will not be reimbursed. Inclusion in the Subcontractor's budget or proposal does not constitute request or approval of consultants or lower-tier Subcontractors.
- B. When requesting the use of consultants or a lower-tier subcontractor, the Subcontractor shall furnish information concerning the need for such services, the reasonableness of the fees or costs, a copy of the proposed consulting agreement/subcontract, and any additional information required to make a determination of acceptability. Cost-plus-a-percentage-of-cost subcontracts or purchase orders are prohibited.

ARTICLE 6. Assignment, Delegation and Subcontracting

- A. Subcontractor shall not assign any of its rights or interests in this Subcontract without RTI's prior written consent. Subcontractor shall not delegate any of its duties or obligations under this Subcontract. Subcontractor may not assign its right to monies due or to become due. No assignment, delegation or subcontracting by Subcontractor, with or without RTI's consent, shall relieve Subcontractor of any of its obligations under this Subcontract or prejudice any of RTI's rights against Subcontractor whether arising before or after the date of any assignment. This Article does not limit Subcontractor's ability to purchase standard commercial supplies or raw materials.
- B. RTI shall be entitled to assign this Subcontract to any of its subsidiaries or other affiliates (including by operation of law, judicial process or otherwise) or any successor to RTI's business or operations without prior notice to or consent from Subcontractor. RTI shall further be entitled to assign this Subcontract to its Prime Sponsor of the agreement under which this Subcontract is issued without prior notice to or consent from Subcontractor. Any other assignment by RTI shall require Subcontractor consent.

ARTICLE 7. Technical Direction

- A. The RTI Technical Monitor/Project Manager identified in Appendix A, Special Contract Requirements, does not have the authority to direct the Subcontractor to make changes in scope, period(s) of performance, place(s) of performance, cost, funding, or any other express Provisions of this Subcontract. All matters affecting the terms of this Subcontract and the administration thereof shall be referred to the RTI Subcontract Administrator. Any changes to the provisions of this Subcontract must be made by written modification in accordance with the Subcontract Changes and Modifications Provision of this Subcontract.
- B. When, in the opinion of Subcontractor, technical direction calls for effort outside the scope of the Statement of Work, Subcontractor shall so notify the RTI Subcontract Administrator and the originator of the technical direction in writing in accordance with the Changes and Modifications Article of this Subcontract.

ARTICLE 8. Inspection and Acceptance

Acceptance of the work set forth in this Subcontract will be made by RTI's Technical Representative or his or hers authorized representative. RTI and the Government have the right to inspect and evaluate the work performed or being performed under this Subcontract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If either RTI or the Government performs inspection or evaluation on the premises of Subcontractor or its lower tier subcontractors, the Subcontractor shall furnish and requires its subcontractors to furnish all reasonable facilities and assistance for the safe and convenient operation of these duties.

ARTICLE 9. Changes and Modifications

- A. The RTI Subcontract Administrator may, without notice to sureties and in writing, direct changes within the general scope of this Subcontract in any of the following: (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of RTI-furnished property; and, if this Subcontract includes services; (vi) description of services to be performed; (vii) time of performance (i.e., hours of the day, days of the week, etc.); and (viii) place of performance. Subcontractor shall comply immediately with such direction.
- B. If such change increases or decreases the cost or time required to perform this Subcontract, the parties shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. RTI will modify this Subcontract in writing accordingly. Unless authorized agreed in writing, Subcontractor must assert any claim for adjustment to the RTI Subcontract Administrator in writing within 25 days and deliver a fully supported proposal to the RTI Subcontract Administrator within 30 days after Subcontractor's receipt of such direction. RTI may, at its sole discretion, consider any claim regardless of when asserted. If Subcontractor's proposal includes the cost of property made obsolete or excess by the change, RTI may direct the disposition of the property. RTI may examine Subcontractor's pertinent books and records to verify the amount of Subcontractor's claim. Failure of the parties to agree upon any adjustment shall not excuse Subcontractor from performing in accordance with RTI's direction.
- C. If Subcontractor considers that RTI's conduct constitutes a change, Subcontractor shall notify the RTI Subcontract Administrator immediately (within 5 work days) in writing as to the nature of such conduct and its effect upon Subcontractor's performance. Pending direction from RTI's Subcontract Administrator, Subcontractor shall take no action to implement any such change.
- D. Notwithstanding the foregoing provisions of this article, the cost of this Subcontract and, if this contract is incrementally funded, the funds allotted for the performance thereof shall not be increased or deemed to be increased except by specific written modification of this Subcontract indicating the new Subcontract cost and the new amount of funding allotted to this Subcontract. Until such modification is made, Subcontractor shall not be obligated to continue performance or incur costs beyond the point established in the "Limitation of Cost" and "Limitation of Funds" articles of this Subcontract.

ARTICLE 10. Deliverables and Technical Reports

- A. Deliverable requirements are stipulated in Appendix D, *Statement of Work/Budget*. All required deliverables shall be addressed to the RTI Project Manager.
- B. Notwithstanding any other payment provision of this Subcontract, failure of Subcontractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services to the reasonable satisfaction of RTI's

Project Manager, will result in the withholding of payment under the Subcontract unless such failure arises out of causes beyond the control and without the fault or negligence of Subcontractor.

ARTICLE 11. Submission and Payment of Invoices

- A. Subcontractor will submit invoices in accordance with SCR 2 for the performance of work under this Subcontract. A properly prepared invoice will be paid within 30 days of receipt.
- B. Invoices and payment instructions are set forth in Appendix E of the Subcontract.

ARTICLE 12. Final Payment and Closeout

Subcontractor's final invoice, clearly marked "FINAL INVOICE", and release and assignment shall be submitted to RTI within 60 days following completion of the period of performance of this Subcontract. Payment of the **final invoice** will be withheld pending:

- Completion and acceptance by RTI of all work performed under Statement of Work
- Completion of Subcontractor's Release and Assignment Form, including patent/invention report, and property report; and
- Submission of all required Administrative and Technical Reports

ARTICLE 13. Travel

To the extent travel is not restricted by the Subcontract, costs incurred for lodging, meals and incidental expenses shall be considered to be reasonable, allowable, and allocable under this Subcontract only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect on the day of travel as set forth in the current version of the Federal Travel Regulations (FTR).

ARTICLE 14. Taxes

Unless the Subcontract specifies otherwise, Subcontractor is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Subcontract except for applicable sales and use taxes that are separately stated on Subcontractor's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Subcontractor has furnished a valid exemption certificate or other evidence of exemption.

ARTICLE 15. Record Retention and Access

Subcontractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of RTI or the Government. Subcontractor shall retain all such records concerning this contract for a period of three (3) years after the completion of the Subcontract. If any litigation, claim or audit is started before the expiration date of this three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

ARTICLE 16. Confidential Information

- A. During the term of this Subcontract, Subcontractor and its employees may receive or have access to data and information that is confidential and proprietary to RTI or its Client. All such data and information ("Confidential Information") made available to, disclosed to, or otherwise made known to Subcontractor as a result of services under this Subcontract shall be considered confidential and shall be considered the sole property of RTI and/or RTI's Client. Confidential Information may be used by Subcontractor or its employees only for purposes of performing the obligations hereunder. Subcontractor shall not reveal, publish or otherwise disclose Confidential Information to any third party without the prior written consent of the disclosing party.
- B. The foregoing obligations shall not apply to Confidential Information which:
 - is or becomes generally available to the public other than as a result of a disclosure by Subcontractor;
 - becomes available to Subcontractor on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual or fiduciary agreement to a third party;
 - Subcontractor develops independently without use of the disclosing party's Confidential Information, as demonstrated by written records and evidence;
 - was in Subcontractor's possession or known to it prior to its receipt from the disclosing party; or

- is required by law to be disclosed, provided Subcontractor notifies the disclosing party promptly and gives the disclosing party an opportunity to seek an appropriate protective order.
- C. These obligations of confidentiality and non-disclosure shall remain in effect for a period of five (5) years after the termination of this Subcontract.

ARTICLE 17. Organizational Conflicts of Interest

- A. Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest or that the Subcontractor has disclosed all such relevant information.
- B. Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Subcontractor will make a full disclosure in writing to the RTI Subcontract Administrator. This disclosure shall include a description of activities that the Subcontractor has taken or proposes to take, after consultation with the RTI Subcontract Administrator, to avoid, mitigate, or neutralize the actual or potential conflict.
- C. The RTI Subcontract Administrator may terminate this Subcontract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subcontractor was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the RTI Subcontract Administrator, RTI may terminate the contract for default, and/or forward the relevant information to the Government Contracting Officer, who may debar the Subcontractor from Government contracting, and/or pursue such other remedies as may be permitted by law or this Subcontract.
- D. Subcontractor further agrees to insert provisions which shall conform substantially to the language of this Section, including this paragraph (d), in any lower-tier subcontract or consultant agreement hereunder.

ARTICLE 18. Right to Publish/Release of Information

- A. Subcontractor agrees that it will not publish, have published or otherwise disseminate any information of whatever nature resulting from the work being performed under this Agreement except as may be approved by the Subcontract Administrator; provided, however, that Subcontractor may for internal use only and without the approval of RTI disseminate such information within its own organization on a "need-to-know" basis.
- B. Subcontractor and RTI mutually agree not to use the other party's name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless such materials have received prior written approval of the other party. Approvals shall not be unreasonably withheld. Unless specifically restricted in the Subcontract, use of either party's name may be made in internal documents, annual reports, and data bases which are available to the public and which identify the existence of the research project by title, principal investigator, sponsor, period of funding, amount of award and abstract of the project.
- C. Subcontractor shall not use or duplicate any proprietary information including trade secrets belonging to or supplied by RTI, except as authorized by RTI in the performance of services or work under this Agreement.
- D. Any program, document, data or information supplied by Subcontractor to Client through RTI may be used, copied or disclosed by Client as necessary in the normal course of its business, notwithstanding any copyright of Subcontractor in such materials and notwithstanding any notices or legends appearing thereon.

ARTICLE 19. Indemnification

- A. Subcontractor shall indemnify and hold RTI harmless from any loss, damage, liability, claims, demands, suits, or judgments including any reasonable attorney's fees, and costs, as a result of any damage of injury to RTI or its employees, or agents, or properties, or for any injury to third persons or their property which is directly or indirectly caused by the negligence willful misconduct, or violation of statutory duties of Subcontractor, or its employees or agents, in the course of performance of any work specified in this Subcontract.
- B. RTI shall promptly notify Subcontractor of any claim which is covered by this provision and shall authorize representatives to settle or defend such claim or suit and to represent the other party in such litigation.

ARTICLE 20. DELETED

ARTICLE 21. Governing Law

This Subcontract shall be governed by and construed in accordance with the laws of the State of North Carolina. No consideration shall be given to North Carolina's conflict of laws rules. This Subcontract excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

ARTICLE 22. Compliance with Laws

Subcontractor shall comply with all applicable statutes and government rules, regulations and orders, including those pertaining to United States Export Controls.

ARTICLE 23. Excusable Delays

FAR 52.249-14, "Excusable Delays," is incorporated by reference. "Contractor" means Subcontractor and "Contracting Officer" means RTI.

ARTICLE 24. Stop Work Order

In the event that RTI must initiate a "Stop Work" order under this Subcontract, the notification will be made in accordance with the Federal Acquisition Regulation (FAR) clause entitled, "Stop Work Order".

ARTICLE 25. Labor Disputes

Whenever Subcontractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Subcontract, Subcontractor shall immediately (within 5 calendar days) give notice thereof, including all relevant information, to RTI.

ARTICLE 26. Disputes

- A. Disputes under RTI's Prime Contract. RTI's Prime Contract includes a mandatory disputes clause (the "Disputes Clause") which governs the resolution of questions of law or fact relating to RTI's Prime Contract. All of Subcontractor claims, controversies or disputes concerning matters which pertain to disputes cognizable under the Disputes Clause of RTI's Prime Contract shall be governed by the provisions of this Paragraph and Subcontractor shall provide RTI with a timely and detailed written notice of any such claims or controversies. Any Final Decision of the Government Contracting Officer under RTI's Prime Contract relating to the Subcontract or the Subcontractor's performance hereunder shall be conclusive and binding upon the Subcontractor unless appealed and reversed as provided below. RTI shall notify the Subcontractor of any such Final Decision within ten (10) calendar days of RTI receipt thereof.
- B. In the event RTI elects to appeal any such Final Decision, pursuant to the Disputes Clause of RTI's Prime Contract, the Subcontractor shall provide RTI with reasonable assistance in the prosecution of such appeal including, but not limited to, reasonable access to the Subcontractor's personnel and non-privileged documents. The Subcontractor further agrees to reimburse RTI for any and all reasonable costs associated with an appeal arising out of or relating to the Subcontract, taken on behalf of the Subcontractor. However, if the Subcontractor notifies RTI in writing that such an appeal should not be taken on the Subcontractor's behalf, RTI shall have the right to continue such an appeal on behalf of RTI and the Subcontractor with the Subcontractor providing reasonable assistance in the prosecution of such an appeal as described herein.
- C. In the event RTI elects not to appeal any such Final Decision pursuant to the Disputes Clause of RTI's Prime Contract, RTI shall so notify the Subcontractor in writing within fourteen (14) calendar days of RTI's receipt of such Final Decision. If within ten (10) calendar days of receipt of RTI's notice of a decision not to appeal any such Final Decision, the Subcontractor requests RTI, in writing, to appeal the Government Contracting Officer's Final Decision, RTI shall do so at the sole expense of the Subcontractor provided such an appeal would not be in violation of any civil or criminal statute. If RTI appeals any such Final Decision, whether at its election or at the Subcontractor's request, a final judgment in any such appeal, if binding upon RTI under RTI's Prime Contract, shall in turn be binding upon the Subcontractor and RTI under the Subcontract. Further, the Subcontractor shall be solely responsible for providing any and all certifications required, including, but not limited to any certifications required by the Contract Disputes Act of 1978, 41 U.S.C. §§ 601-613, to the extent applicable, and any and all information requested by RTI to support any certifications required for appeals pursuant to the Disputes Clause of RTI's Prime Contract.

- D. As used herein, the term "appeal" shall include any and all proceedings taken by RTI before a Government agency, and, if applicable, a Board of Contract Appeals, and any federal court. The Subcontractor shall be conclusively bound by any decision of any such dispute resolution forum or tribunal designated in the Prime Contract. Pending completion of contract or final disposition of a dispute pursuant to this Paragraph which releases Subcontractor from performance, the Subcontractor shall, at all times, proceed diligently with the performance of the Subcontract.
- E. Subcontract Dispute Resolution under the Subcontract. In the event a question, claim or dispute between the parties is not cognizable under this Article, Disputes under the Prime Contract, such question, claim or dispute shall be settled by mutual agreement between the parties. If an agreement is not reached within a reasonable time, the parties may settle such disputes by arbitration in accordance with the Rules of the American Arbitration Association in the City of Raleigh, North Carolina. Pending completion of the Subcontract or final disposition of a dispute pursuant to this Paragraph which releases Subcontractor from performance, the Subcontractor shall, at all times, proceed diligently with the performance of the Subcontract.

ARTICLE 27. Litigation

Subcontractor shall provide written notice to RTI of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Subcontractor to fulfill the terms and conditions of this Subcontract, including but not limited to financial, legal or any other situation which may prevent the Subcontractor from meeting its obligations on the Subcontract.

ARTICLE 28. Termination/Cancellation

- A. If Subcontractor shall be adjudged bankrupt, or becomes insolvent or file for voluntary bankruptcy or be subjected to involuntary bankruptcy proceedings, or enter receivership proceedings, or make an assignment for the benefit of creditors, or if Subcontractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if Subcontractor should fail to make prompt payment to subcontractors for material or labor, or otherwise is guilty of a violation on any provision of this Subcontract, including delivery delays beyond fifteen (15) days after specified delivery date, or as otherwise specified in the Subcontract, then RTI, without prejudice to any of the other rights or remedies expressly provided by law, may cancel this Subcontract, or any part hereof, by written notice to Subcontractor and shall have the right thereafter to take possession of all materials, equipment and the like, the cost of which has been reimbursed by RTI to Subcontractor, in such cases of termination, RTI shall be relieved of all further obligations hereunder. In the event that RTI incurs any additional costs as a result of the default by Subcontractor, RTI shall have the right to hold Subcontractor accountable for any such additional costs or damages incurred by RTI.
- B. If RTI, shall be adjudged bankrupt, or become insolvent or file for voluntary bankruptcy or be subjected to involuntary bankruptcy proceedings, or enter receivership proceedings, or make an assignment for the benefit of creditors, then Subcontractor, without prejudice to any of the other rights or remedies expressly provided by law, may cancel this Subcontract, or any part hereof, by written notice to RTI and shall have the right there to retain possession of all materials, equipment and the like, the cost of which has not been reimbursed by RTI to Subcontractor, in such cases of termination, Subcontractor shall be relieved of all further obligations hereunder.
- C. RTI at its own option may, upon written notice to Subcontractor, cancel this Subcontract in whole or in part, at any time, whether or not Subcontractor is in default of any of its obligations hereunder. Upon such cancellation, Subcontractor agrees to waive any claim for damages, including loss of anticipated profits on account hereof. However, RTI agrees that Subcontractor shall be paid an amount which when added to all installments previously paid will equal the sum of all costs properly incurred up to the date of cancellation, plus earned profit on such incurred costs, and any reasonable cost incurred as a result of such cancellation as agreed to between RTI and Subcontractor. In no event shall such payments be greater than the original Subcontract price or available funding whichever is less. All earned profit shall bear the same relationship to such incurred costs as the profit increment of the purchase price bears to the cost increment of such purchase price.
- D. RTI reserves the right to verify the amounts of any cost and profit increments claimed by Subcontractor, through an audit of Subcontractor's records.

ARTICLE 29. Insurance

- A. Upon execution of the Subcontract, Subcontractor certifies that it maintains and also that it shall require any lower-tier Subcontractor to maintain throughout this Subcontract the following insurance at, or in excess of, the limits detailed below.

- Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.
- Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of the Subcontractor or of any of its employees, agents, or lower-tier subcontractors, with \$1,000,000 combined single limits.

Subcontractor, at its sole option, may satisfy all or any portion of these insurance requirements through use of a program of self-insurance, commercial insurance, or any combination thereof.

- B. Subcontractor's insurance policy shall name as an additional insured:

"RTI International and its subsidiaries, affiliates, officers, directors, and employees"

- C. Subcontractor shall provide to RTI, upon Subcontract execution, a certificate of insurance depicting the insurance requirements set forth in this Article.

ARTICLE 30. DELETED

ARTICLE 31. Standards of Ethics and Business Conduct

- A. RTI has established very high ethical standards for our employees. RTI considers adherence to the RTI Code of Conduct as well as strict observance of all U.S. and non U.S. laws and regulations to be not only a legal requirements but more than that, an ethical obligation for all. While performing as an RTI Subcontractor, you are expected to adopt and comply with these same standards. As a result, this Subcontract incorporates by reference, with the same force and effect as if it was given in full text, RTI's "Code of Conduct." The applicable standards can be accessed on the RTI website at <http://www.rti.org/pubs/CodeConduct.pdf>. Upon request, the Subcontract Administrator can provide paper copies of these standards.
- B. If Subcontractor has a good faith reason to believe that any violation of the Code of Conduct has been committed by an employee(s) of either RTI or Subcontractor or anyone affiliated with Subcontractor, Subcontractor shall report such violation to RTI by calling the RTI's Ethics Helpline toll-free at 1-877-212-7220 or sending an e-mail to Ethics@rti.org.

ARTICLE 32. Executive Order on Terrorism Financing

Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subcontractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this Subcontract.

ARTICLE 33. Export Controls

- A. Subcontractor agrees to comply with all U.S. export control laws and regulations, specifically including but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Subcontractor agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Subcontractor or Subcontractor's lower-tier subcontractors, without the authority of an export license, agreement, or applicable exemption or exception.
- B. Subcontractor agrees to notify RTI if any deliverable under this Subcontract is restricted by export control laws or regulations.
- C. Subcontractor shall immediately notify the RTI Subcontract Administrator if Subcontractor is, or becomes listed in any Denied Parties List or if Subcontractor's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

- D. If Subcontractor is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Subcontractor represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.
- E. Where Subcontractor is a signatory under a RTI export license or export agreement, Subcontractor shall provide prompt notification to the RTI Subcontract Administrator in the event of changed circumstances including but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation, that could affect Subcontractor's performance under the Subcontract.
- F. Subcontractor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Subcontractor, its officers, employees, agents, or subcontractors at any tier, in the performance of any of its obligations under this Article.
- G. If the technical data required to perform this Subcontract is subject to ITAR, Subcontractor shall comply with the following:
 - 1. The technical data shall be used only to manufacture the work required by this Subcontract; and
 - 2. The data shall not be disclosed to any other person except lower-tier subcontractors within the same country; and;
 - 3. Any rights in the data may not be acquired by any foreign person; and
 - 4. Subcontractor, including lower-tier subcontractors, shall return, or at RTI's direction, destroy all of the technical data exported to Subcontractor pursuant to this Subcontract upon fulfillment of its terms; and
 - 5. Unless otherwise directed by RTI, Subcontractor shall deliver the work only to RTI or to an agency of the U.S. Government
 - 6. Subcontractor shall include the terms of this paragraph (g) in all lower-tier subcontracts issued when technical data is provided to the lower-tier subcontractor.

ARTICLE 34. Foreign Corrupt Practices Act

Subcontractor acknowledges and understands that it must comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"). Specifically, Subcontractor understands and agrees that it shall be unlawful for the Subcontractor and/or any officer, director, employee or agent of the Subcontractor to make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to either:

(a) any foreign official (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or

(b) to any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.

Further, Subcontractor acknowledges that "foreign official" means any officer or employee of a foreign government or any department, agency or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization, including employees of government-owned companies in South Africa.

ARTICLE 35. Debarment and Suspension

In accepting this Subcontract, the Subcontractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by

any Federal department or agency. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract must be reported immediately to RTI. The Subcontractor agrees to incorporate the Debarment and Suspension certification into any lower-tier subcontract that they may enter into as a part of this Subcontract.

ARTICLE 36. Utilization of Small Business Concerns

Subcontractor agrees to actively seek out and provide the maximum practicable opportunities for small businesses, small disadvantaged businesses, women-owned small businesses, minority business enterprises, historically black colleges and universities and minority institutions, Historically Underutilized Business Zone small business concerns and U.S. Veteran and Service-Disabled Veteran Owned small business concerns to participate in the subcontracts Subcontractor awards to the fullest extent consistent with the efficient performance of this Subcontract.

ARTICLE 37. Validity and Waiver

The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Agreement. The failure of RTI to enforce at any time or from time to time any provision of this Agreement shall not be construed as a waiver thereof.

ARTICLE 38. Government Federal Acquisition Regulation Clauses and Supplements

Subcontractor shall perform the Services in accordance with the attached Federal Acquisition Regulations ("FAR")(48 CFR Chapter I) and FAR Supplementary Regulations. Subcontractor's attention is specifically directed to the list of applicable FAR clauses set forth in Appendix C. These clauses are attached hereto and incorporated herein by reference.

ARTICLE 39. Electronic Contracting

The parties agree that if this Subcontract is transmitted electronically neither party shall contest the validity of this Subcontract, or any Acknowledgement thereof, on the basis that this Subcontract or Acknowledgement contains an electronic signature.

ARTICLE 40. Survivability

A. If this Subcontract expires, is completed, or is terminated, Subcontractor shall not be relieved of those obligations contained in the following Articles:

- Independent Contractor
- Governing Law
- Indemnification
- Infringement Indemnity
- Confidential Information
- Right to Publish/Release of Information
- Insurance
- Export Controls
- Electronic Contracting

B. Those U.S. Government Federal Acquisition Regulation and Agency Supplementary Regulation(s) provisions that by their nature should survive.

ARTICLE 41. Order of Precedence

Any inconsistency in this Subcontract shall be resolved by giving precedence in the following order:

1. Terms and Conditions of this Subcontract, including the appendices hereto
2. Incorporated FAR and Agency clauses, Appendix C
3. Subcontractor's proposal, if incorporated herein.

ARTICLE 42. Entire Agreement

Both parties acknowledge that they have read this Subcontract, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

Appendix C: Federal Acquisition Regulation (FAR) Clauses

If this Subcontract involves funds from a Federal government contract, or funds from a subcontract at any tier relating to a Federal government contract, the following clauses from the Federal Acquisition Regulation (FAR) are incorporated into the Subcontract by reference where applicable and form a part of the terms and conditions of the Subcontract. The full text of the FAR clauses may be found at <http://www.arnet.gov/far/>. Subcontractor agrees to flow down all applicable FAR and supplementary clauses to lower-tier subcontractors.

Where necessary to make the language of the FAR clauses applicable to the Subcontract, the term "Contractor" shall mean "Subcontractor," the term "Contract" shall mean the "Subcontract," the terms "Government," "Contracting Officer," and equivalent terms and phrases shall mean "Research Triangle Institute or RTI International Subcontract Administrator."

The following instances are exceptions to the general rules as provided in (a) above:

1. Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Government, its officers or agents, or the prime contractor specifically;
2. Where an explicit provision of this Agreement states a contrary intent;
3. Where access to proprietary financial information or other proprietary data is required; or
4. Where interpretation in accordance with the rules stated above would place the prime contractor in a position of violating the equivalent or related provisions of the Prime Contract whereas construction of the terms without modification would not.

References in any provision incorporated by reference herein to the "Disputes" clause shall be construed as references to the "Disputes" provision contained elsewhere herein. No provision herein shall be taken to imply any direct access on the part of the Subcontractor to the Disputes process as defined in the terms of the Prime Contract.

Clauses Applicable to Subcontracts for Noncommercial Items Regardless of Dollar Value		
Clause Number	Title	Date
52.202-1	Definitions	Dec 2001
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-10	Price Adjustment for Illegal or Improper Activity	Jan 1997
52.219-8	Utilization of Small Business Concerns	Oct 2000
52.222-1	Notice to Government of Labor Disputes	Feb 1997
52.222-3	Convict Labor	Aug 1996
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity (subparagraphs (b)(1) through (b)(11) only)	Apr 2002
52.223-5	Pollution Prevention and Right-to-Know Information	Apr 1998
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Jul 2000
52.227-14	Rights in Data – General	Jun 1987
52.244-2	Subcontracts (paragraphs (h) and (i) only)	Aug 1998
52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items (applies when the subcontract involves the acquisition of "commercial items" as that term is defined in FAR 52.202-1)	May 2002
52.245-2	Government Property – Fixed Price	Jan 1986
52.246-2	Inspection of Supplies—Fixed Price	Aug 1996
52.246-20	Warranty of Services	May 2001
52.247-63	Preference for U.S.-Flag Air Carriers (applies when the subcontract may involve international air transportation)	Jan 1997

52.249-2	Termination for the Convenience of the Government (Fixed Price)("Government" shall mean "RTI")	Sep 1996
Clauses Applicable to Purchases of Non-commercial items exceeding \$10,000		
52.222-21	Prohibition Against Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
Clauses Applicable to Purchases of Non-commercial items exceeding \$25,000		
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1995
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
Clauses Applicable to Purchases of Non-commercial items exceeding \$100,000		
52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
52.204-4	Printed or Copied Double-sided on Recycled Paper	Aug 2000
52.215-2	Audit and Records—Negotiation	Jun 1999
52.223-6	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting (except paragraph (e))	Oct 2000
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.246-25	Limitation of Liability – Services	Feb 1997
Clauses Applicable to Purchases of Non-commercial Items exceeding \$500,000 and/or Cost or Pricing Data Threshold		
52.215-15	Pension Adjustments and Asset Reversions	Dec 1998
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB)	Oct 1997
52.215-19	Notification of Ownership Changes	Oct 1997
52.219-9	Small Business Subcontracting Plan	Sep 2006
52.242-3	Penalties for Unallowable Costs	May 2001
Unless Otherwise Exempt the Following Clauses Are Applicable		
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	Oct 1997
52.215-12	Subcontractor Cost or Pricing Data	Oct 1997
52.215-13	Subcontractor Cost or Pricing Data – Modifications	Oct 1997
52.215-20	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data--Modifications	Oct 1997
52.249-14	Excusable Delays	Apr 1984
Certifications		
<i>The Subcontractor (or Offeror), by signing this Subcontract and/or Offer, hereby certifies compliance with the following clauses and is, therefore eligible for award.</i>		
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (required for Subcontracts greater than \$100,000)	Sep 2005

52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters (required for Subcontracts greater than \$100,000)	Dec 2001
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (required for Subcontracts greater than \$25,000)	Jul 1995
52.222-22	Previous Contracts and Compliance Reports (required for Subcontracts greater than \$10,000)	Feb 1999
52.222-25	Affirmative Action Compliance—Statement of Affirmative Action	Apr 1984
52.223-13	Certification of Toxic Chemical Release Reporting(required for Subcontracts greater than \$100,000)	Aug 2003
52.230-1	Cost Accounting Standards Notices and Certifications	Jun 2000

Additional Clauses Applicable to the Subcontract

52.230-2	Cost Accounting Standards	Apr 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices	Apr 1998
52.230-5	Cost Accounting Standards—Educational Institutions	Apr 1998
52.230-6	Administration of Cost Accounting Standards	Nov 1999

Subcontractor shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Subcontractor shall provide the RTI Subcontract Administrator with copies of all communications between Subcontractor and the Contracting Officer respecting Cost Accounting Standards FAR 52.230-2 and Administration of Cost Accounting Standards 52.230-6, provided Subcontractor shall not be required to disclose to RTI such communications containing information that is legally privileged and confidential to Subcontractor. In addition to any other remedies provided by law or under this Subcontract, Subcontractor agrees to indemnify and hold RTI harmless to the full extent of any loss, damage, or expense if Subcontractor is subject to any liability as the result of the Subcontractor or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.

Truth in Negotiations (TINA) (Cost and Pricing Data)

Unless exempt, Subcontractor shall submit a FAR Part 15 compliant cost proposal inclusive of any appropriate updates throughout the negotiation process. At the conclusion of negotiations, and regardless of any prior certification, Subcontractor must certify to the accuracy, currency and completeness of its information in accordance with FAR required Certificate of Current Cost or Pricing Data.

1. Indemnification: If any cost or price (including profit or fee) negotiated in connection with the prime contract between the Government and RTI or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by Subcontractor in connection with this Subcontract or any proposal submitted by Subcontractor relating to said Subcontract or in connection with this Subcontract was not accurate, complete, or current, the Subcontractor shall indemnify RTI in the amount of said reduction.
2. The phrase "cost or pricing data" as used herein shall be deemed to include any such data related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Subcontractor or which it procured by submission of or in connection with the aforesaid proposal or this Subcontract in support of its cost estimate.
3. If any reduction of the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Subcontractor shall be liable and shall pay RTI at the time such overpayment is repaid:
 - a. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Subcontractor to the date RTI is repaid by the Subcontractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 662(a)(2); and
 - b. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate or non-current.

Cost or Pricing Data for Changes: Prior to the pricing of any change or other modification to the Subcontract which involves increases and/or decreases in costs plus applicable profit to exceed threshold for submission of cost or pricing data, subcontractors shall submit cost or pricing data and shall certify that such data, as defined in FAR 2.101, submitted either actually or by specific identification in writing are accurate, complete and current as of the date of completion of negotiations. When required to obtain cost or pricing data from its subcontractors, pursuant to the provisions of this Subcontract, Subcontractor shall obtain such data.

The following FAR Supplementary Clauses are incorporated herein

Clause Number	Title	Date
HHSAR 352.202-1	Definitions, Alternate I (Jan 2001)	Jan 2001
HHSAR 352.216-72	Additional Cost Principles	Oct 1990
HHSAR 352.224-70	Confidentiality of Information	Apr 1984
HHSAR 352.242-71	Final Decisions on Audit Findings	Apr 1984
HHSAR 352.270-6	Publications and Publicity	Jul 1991
HHSAR 352.270-7	Paperwork Reduction Act	Jan 2001

The following clause is incorporated in full text:

HHSAR 352.270-1, Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (Jan 2001)

The Contractor agrees as follows:

(a) *Planning.* The Contractor will develop a plan to assure that any meeting, conference, or seminar held pursuant to this contract will meet or exceed the minimum accessibility standards set forth in 28 CFR 36.101–36.500 and Appendix A: ADA Accessibility Guidelines (ADAAG). The plan shall be submitted to the project officer for approval prior to initiating action. (A consolidated or master plan for contracts requiring numerous meetings, conferences, or seminars may be submitted in lieu of separate plans.)

(b) *Facilities.* Any facility to be utilized for meetings, conferences, or seminars in performance of this contract shall be in compliance with 28 CFR 36.101–36.500 and Appendix A. The Contractor shall determine, by an on-site inspection, that the facility meets these requirements.

(1) *Parking.* Parking shall be in compliance with 28 CFR 36.101–36.500 and Appendix A.

(2) *Entrances.* Entrances shall be in compliance with 28 CFR 36.101–36.500 and Appendix A.

(3) *Meeting Rooms.* Meeting rooms, including seating arrangements, shall be in compliance with 28 CFR 36.101–36.500 and Appendix A. In addition, stages, speaker platforms, etc. which are to be used by persons in wheelchairs must be accessible by ramps or lifts. When used, the ramp may not necessarily be independently negotiable if space does not permit. However, any slope over 1:12 must be approved by the Project Officer and the Contractor must provide assistance to negotiate access to the stage or platform.

(4) *Restrooms.* Restrooms shall be in compliance with 28 CFR 36.101–36.500 and Appendix A.

(5) *Eating Facilities.* Eating facilities in the meeting facility must also comply with 28 CFR 36.101–36.500 and Appendix A.

(6) *Overnight Facilities.* If overnight accommodations are required, the facility providing the overnight accommodations shall also comply with 28 CFR 36.101–36.500 and Appendix A.

(7) *Water Fountains.* Water fountains shall comply with 28 CFR 36.101–36.500 and Appendix A.

(8) *Telephones.* Public telephones shall comply with 28 CFR 36.101–36.500 and Appendix A.

(c) *Provisions of Services for Attendees with Sensory Impairments.* (1) The Contractor, in planning the meeting, conference, or seminar, shall include in all announcements and other materials pertaining to the meeting,

conference, or seminar a notice indicating that services will be made available to persons with sensory impairments attending the meeting, if requested within five (5) days of the date of the meeting, conference, or seminar. The announcement(s) and other material(s) shall indicate that persons with sensory impairments may contact a specific person(s), at a specific address and phone number(s), to make their service requirements known. The phone number(s) shall include a telecommunication device for the deaf (TDD).

(2) The Contractor shall provide, at no additional cost to the individual, those services required by persons with sensory impairments to insure their complete participation in the meeting, conference, or seminar.

(3) At a minimum, when requested in advance, the Contractor shall provide the following services:

(i) For persons with hearing impairments, qualified interpreters. Also, the meeting rooms will be adequately illuminated so signing by interpreters can be easily seen.

(ii) For persons with vision impairments, readers and/or cassette materials, as necessary, to enable full participation. Also, meeting rooms will be adequately illuminated.

(iii) Agenda and other conference material(s) shall be translated into a usable form for persons with sensory impairments. Readers, Braille translations, large print text, and/or tape recordings are all acceptable. These materials shall be available to individuals with sensory impairments upon their arrival.

(4) The Contractor is responsible for making a reasonable effort to ascertain the number of individuals with sensory impairments who plan to attend the meeting, conference, or seminar. However, if it can be determined that there will be no person with sensory impairment in attendance, the provision of those services under paragraph (c) of this clause for the non-represented group, or groups, is not required.

Appendix D: Statement of Work/Budget

1. Background and Need

The Transgender HIV Behavioral Survey (THBS) is a cross-sectional, anonymous pilot study intended to explore the feasibility of collecting HIV-related behavioral surveillance data from male-to-female (MTF) transgender persons. THBS will collect data through computer-assisted interviews in four metropolitan statistical areas (MSA) selected from among the 21 sites participating in National HIV Behavioral Surveillance (NHBS). CDC maintains the National HIV Behavioral Surveillance (NHBS) system to monitor behaviors associated with acquiring HIV infection and experiences with HIV testing and prevention services.

In each MSA, a minimum of 100 persons will be recruited using a modified chain-referral strategy similar to snowball sampling. This modified chain-referral strategy is known as Respondent Driven Sampling (RDS). It consists of the THBS staff initially recruiting 3 to 5 eligible persons to participate in the survey. These initial recruits are then instructed to recruit 3 to 5 of their peers as potential participants.

Each potential participant will complete a brief screening interview to establish eligibility. Only MTF transgender persons are eligible. Therefore, only persons who were assigned a male physical sex at birth, but currently identify, live, or present as a woman are eligible. In addition, they must be at least 15 years of age, a resident of the MSA, and able to complete the interview in English. Eligibility is also limited to African-American and Latino (or Hispanic) persons. Participants can only participate once in the THBS survey. The same eligibility criteria will be used in each MSA where the pilot survey is conducted.

After confirming eligibility, the interviewer will review the informed consent statement to obtain oral consent to participate in the survey. Persons who consent will be shown how to complete the audio, computer-assisted, self interview (ACASI) on a laptop computer. The ACASI survey will include questions about sex and drug use behaviors as well as HIV testing and prevention experiences. After completing the ACASI interview, the participant will be debriefed on the ACASI survey by an interviewer and asked to recruit 3 to 5 of their peers who meet the eligibility requirements above. A minimum of 100 eligible persons from each MSA area will be interviewed.

Small stipends or vouchers (\$25) will be given to those interviewed. Additional rewards will be paid to persons who successfully recruit eligible participants (\$10 per recruit). The subcontractor will pay these interview and recruitment incentives.

Survey data will be transferred on a regular basis from the local project areas. THBS project areas will comply with the state and local health department's guidelines for maintaining the security and confidentiality of HIV/AIDS surveillance data.

See the project summary in Exhibit 5 for more detail.

2. Project Objectives

The purpose of this subcontract is to pilot test a questionnaire to capture accurate epidemiologic and behavioral data specific to racial and ethnic minority transgender persons. The data to be collected by the questionnaire are for the purposes of 1) monitoring behavioral risks and 2) designing and evaluating evidence-based HIV prevention programs for these populations.

3. Scope

The scope of the work will be divided into six (6) tasks.

Task 1. Study Coordination

To ensure that project operations get underway efficiently and effectively, the subcontractor shall ensure that the local project coordinator is provided. The study coordinator should be a transgender person qualified to serve in such a role on a research project. The resume of the selected candidate shall be reviewed and approved by RTI.

The subcontractor will also attend a kickoff meeting with RTI and CDC at the start of the subcontract. The purpose of this meeting will be to review expectations, plan communication and reporting schedules, and

answer any questions about study procedures. The time and date of this meeting will be communicated at the time of the subcontract award.

Task 2. Institutional review board (IRB) review

The second task will be to obtain approval from the appropriate local institutional review boards (IRB). The subcontractor will work closely with RTI to develop the application materials. RTI will provide technical assistance and a copy of the protocol approved by the CDC IRB to use as a basis for the local IRB protocol. The subcontractor will submit a draft of the local protocol, including the consent form and survey questions to RTI for review before submission to the local IRB. These materials must be approved by RTI before they are submitted to the local IRB. The subcontractor will attend all necessary meetings and coordinate all requested revisions with RTI in connection with securing local IRB approval.

Task 3. Staffing

During the third task, the subcontractor will identify and/or hire staff, as needed, to carry out the pilot study data collection.

Task 4. Training

For the fourth task, the subcontractor's data collection staff (including all interviewers and project coordinators) shall attend training to implement the protocol for the pilot study. This training will be provided by RTI in a central location and will last about three days. RTI will be responsible for all scheduling arrangements, onsite support and logistics of the training, and its content. The training will cover operations necessary to conduct the protocol and sampling method. It will include the methods and procedures for recruiting potential participants and for administering the questionnaire using computer-assisted interviewing. The training will address interviewing skills, particularly working with racial/ethnic minority transgender populations. The training will also address use of the software and hardware used to deliver the interview. Training participants will use a computer-assisted interview program. The training will also include requirements for data management such as upload and transfer of data as well as maintaining data security and confidentiality. The subcontractor's budget should include costs for travel and stay in an average U.S. city as well as staff time and expenses for training for all those attending training from the site..

Task 5. Piloting the survey

For the fifth task, the subcontractor will implement the protocol for the pilot study. The subcontractor will pilot the survey by recruiting and interviewing 100 eligible transgender persons using the proposed methods briefly described in Exhibit 5. Both the eligibility screener and the questionnaire will be administered using a computer-assisted program on either a laptop or desktop computer. It is expected that it will take the subcontractor approximately 3 months to recruit and interview 100 eligible transgender persons. The questionnaire is estimated to take an average of 40 minutes to administer. The screening questions take approximately 6 minutes to administer.

The subcontractor will provide incentives valued at \$25 to participants and \$10 for each study participant recruited. The subcontractor will be responsible for paying these incentives and should include their costs in the proposed budget. The total value of the incentives for the target number of participants is thus \$2500 (\$25x100) for participation plus \$1000 (\$10x100) for recruiting participants, or \$3500 total. Offerers should assume an additional margin of \$210 (\$150 for participant incentives and an additional \$60 for recruiter rewards) in their budget to cover recruiting about 6 additional participants. The total combined budget for these incentives is thus \$3710.

The subcontractor is responsible for providing the computer equipment needed to conduct this study. It is assumed that each subcontractor will need at least 2 computers. The RDS Coupon Manager may not reside on the same computer as the THBS questionnaire.

Task 6. Reporting and Data Delivery

The sixth task encompasses reporting and coordination with RTI. During data collection, ongoing technical assistance will be provided by RTI to the staff of the funded organizations; this technical assistance will take the form of telephone conferences, email, and site visits. During weekly conference calls, the subcontractor will report on progress, challenges encountered, and plan for overcoming the challenges.

When the subcontractor has been implementing the survey for a period of 3 to 6 weeks, RTI will conduct a site visit to each site. The subcontractor will facilitate the site visit. CDC will participate in some site visits to monitor implementation of the pilot protocol.

The subcontractor will provide all administrative and operational data related to data collection in support of RTI's reporting requirements to CDC. During survey implementation, the subcontractor will send interim and final electronic data sets to RTI on a monthly basis. In addition, the subcontractor will provide the process indicator reports such as the Seed Monitoring Form, the Seed Recruitment Form, and the Recruitment Monitoring Form on a weekly basis. RTI will be responsible for producing the monthly Background Characteristics and Questionnaire Feedback Reports, which are extracted from the datasets. The quality and cleanliness of each dataset will be reviewed by the RTI prior to sending the data to CDC. The subcontractor will work with RTI to resolve any issues or discrepancies identified during RTI's review.

In addition to the two interim and final data sets, the subcontractor will deliver a brief written report to RTI that includes:

1. Recommended changes to the questionnaire based on the pilot study experience and justification for the changes
2. Description of operational challenges with interviewing transgender persons that arose during the project and how they were addressed.

For planning purposes, the subcontractor should assume the report will be no more than 5 pages.

4. Reporting schedule

To show it has fulfilled its obligations, the subcontractor shall have weekly conference calls with and submit monthly progress reports to RTI. The weekly conference call shall include an update on progress of fulfilling the subcontract. The monthly progress report shall include a summary of the tasks completed in the previous month and the timeline and progress towards accomplishing the remaining deliverables on the project. Offerers should assume these monthly progress reports will consist of a list of concise, bulleted items that is no longer than 1 page, sent to RTI via e-mail by the 10th of each month of the subcontract. The template for the monthly progress reports is provided in Exhibit 10.

5. Special considerations

Transgender persons are a stigmatized group within society and as a result suffer from a wide range of social issues. The subcontractor and any subcontractors should be competent in working with transgender persons.

6. Identification and Disposition of Data

The data to be generated through the activities in this subcontract include recruitment and interview data. No data shall be retained by RTI. The security and confidentiality of the data to be generated will be maintained following the guidelines established for HIV surveillance programs available online at <http://www.cdc.gov/hiv/topics/surveillance/resources/guidelines/guidance/>. Electronic data will be sent to RTI following data transmission procedures consistent with these guidelines. Under the terms of this subcontract, all data collection forms and data are considered work for hire.

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
Transgender HIV Behavioral Surveillance
August 20, 2008 - June 19, 2009

SUMMARY BUDGET

		Aug-Dec 08		Jan-Jun 09		% of Time	# of Mos	Approx. Salary	Approx. Fringe	TOTAL Sum of Tasks
		Annual Salary	Monthly Salary	Monthly Salary	Monthly Salary					
I.	Personnel									
	Supervising Epidemiologist/PI Trista Bingham	\$89,040	\$7,420	\$7,420	1.4%	10	\$1,038	\$496		\$1,534
	Study Epidemiologist Juli-Ann Carlos	\$79,824	\$6,652	\$6,835	8.5%	10	\$5,804	\$2,770		\$8,574
	Total Salaries						\$6,842			\$6,842
	Total Fringe							\$3,266		\$3,266
	Total Full-Time Personnel									\$10,108
II.	OPERATING EXPENSES									
	Participant Incentives									\$3,710
	Space									\$460
	Travel									\$1,200
	Office Supplies									\$906
	Personnel Services Contract (see below)									\$18,726
	Total Operating Expenses									\$25,002
III.	TOTAL DIRECT COSTS									\$35,110
IV.	INDIRECT COSTS @ 23.42% of total salaries									\$1,603
V.	TOTAL BUDGET									\$36,713

Summary Personnel Services Contract Sub-budget (PHFE)							Sum of Tasks
I.	PERSONNEL	Annual Salary	Monthly Salary	# of Pos	% of Time	# of Mos	
	Study Coordinator Chanel Tresvant	45,600	3,800	1	41.67%	6	\$9,500
	Interviewer Christina Quinonez	33,000	2,750	1	43.75%	4	\$4,813
	Total Salaries						\$14,313
	Employee Benefits @15%						\$2,147
	Total Full-Time Personnel						\$16,460
II.	OPERATING EXPENSES						
	Travel, Local (Mileage)						\$564
	Total Contractual						\$17,024
IV.	INDIRECT COSTS						
	Indirect Costs at 10% of total contractual						\$1,702
V.	TOTAL REQUEST						\$18,726

Appendix E: Invoice/Payment Instructions

Invoice Instructions

A. Invoices are to be submitted to RTI's Accounts Payable Department at the following address:

RTI International
PO Box 12106
Research Triangle Park, NC 27709
ATTENTION: Accounts Payable

Questions regarding invoices should be directed to the A/P department at 919/541-5877 (accounting@rti.org).

B. To be considered properly prepared, invoices must include:

- Subcontract number: 3-312-0208947
- prime contract number: 200-2003-02489, Task Order 2
- invoice number
- milestone completed
- total amount due
- cumulative amount billed

C. Certification as to Accuracy of Invoice: All invoices must include the following certification, signed by a responsible official of the Subcontractor's organization:

"I hereby certify that, to the best of my knowledge and belief, all charges presented are correct, accurate, and complete, that payment therefore has not been received, and that all amounts requested are for the appropriate purposes and in accordance with the Subcontract."

D. Payment Terms: A properly prepared invoice will be paid within 30 days of receipt. RTI shall promptly notify Subcontractor of an intention to withhold any portion of a submitted invoice. The **Release and Assignment** form and the **Final Invoice** shall be submitted to RTI within 90 days following completion of the period of performance of this Subcontract and the final invoice **must** be clearly marked "**final invoice**" to avoid any returns of the invoice(s) and delays in payment processing.

E. Payments under this Subcontract shall be by Electronic Funds Transfer (EFT). Within 10 days of the execution of this Subcontract, Subcontractor will submit a completed EFT form provided by RTI. All EFT information and any changes to EFT information shall be sent to the RTI's Accounts Payable Department at the address above.

INVOICE

(Fixed Price)

Los Angeles County Department of Public Health

HIV Epidemiology Program

600 S. Commonwealth Ave., Suite 1920

Los Angeles, CA 90005 USA

Phone: 213/351-8190

Fax: 213/639-3398

Date Prepared: _____

Billing Period: _____

Invoice #: _____

Task #: _____

RTI International

ATTN: Accounts Payable/Subcontracts

P.O. Box 12106

Research Triangle Park, NC 27709

Phone: 919-541-5877

Fax: 919-541-6131

Subcontract #: 3-312-0208947

Prime Contract #: 200-2003-02489, Task

Contract Amount: \$36,713.00

Funded Amount: \$36,713.00

Description	Current Due	Cumulative Billed
Completion of _____ per Payment Schedule	\$ _____	\$ _____

"I hereby certify that, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefor has not been received and that all amounts requested are for the appropriate purposes and in accordance with the Subcontract."

Signed: _____

Contact Name: _____ Phone: _____ Email: _____

RTI

P. O. Box 12194
Research Triangle Park, NC 27709



Electronic Funds Transfer Authorization

(for use by Subcontractors only)

I hereby authorize RTI access to the account named below for the purpose of depositing funds electronically in accordance with the payment terms specified in the subcontract indicated below. I agree to provide a ten-day written notice to RTI's Subcontract Administrator at the above address (FAX: 919/541-7148) prior to revoking this authorization.

Subcontractor	Los Angeles County Department of Public Health
Subcontract Number	3-312-0208947
Subcontractor Address	HIV Epidemiology Program, 600 S. Commonwealth Ave.
Subcontractor Address	Suite 1920
City, State, ZIP	Los Angeles, CA 90005 USA
Name of Contact Person	
	Telephone FAX
Bank Name	
Bank Address	
City, State, ZIP	
Bank Telephone	
Bank ABA Number	
Account Number	
Account Type	<input type="checkbox"/> Checking <input type="checkbox"/> Savings

Authorized by:

Signature

Date

Typed or Printed Name

Title

Attach Voided Check Here

For RTI Use Only:

Vendor No. _____

Prenote Date _____

Payment Terms _____

Effective Date _____

Initials _____



SUBCONTRACTOR STANDARD REPRESENTATIONS AND CERTIFICATIONS

ALL PROSPECTIVE SUBCONTRACTORS MUST COMPLETE SECTIONS A, B AND C BELOW.

A. (FAR 52.209-6) REPRESENTATION REGARDING DEBARMENT, SUSPENSION, AND PROPOSED DEBARMENT

1. The Offeror represents that the Offeror and/or any of its Principals are not presently debarred, suspended, or proposed for debarment by the Federal Government;
2. The Offeror shall provide immediate written notice to the Buyer if the Offeror learns that its certification was erroneous when submitted or if the Offeror and/or any of its Principals hereafter becomes debarred, suspended, or proposed for debarment by the Federal Government or by any Federal agency.

B. (FAR 52.203-11) CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (2) of this certification.
2. The Offeror, by signing this submittal, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—
 - a. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this Subcontract, any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
3. Submission of this certification and disclosure is a prerequisite for making or entering into this Subcontract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
4. Should the Offeror's circumstances change during the life of any resulting subcontract with respect to the above, the Offeror will notify the Buyer immediately.

C. FOREIGN BUSINESS STATUS

The Offeror represents, pursuant to government law or regulation, that it:

- ☐ is a foreign business concern (i.e., a business concern organized or existing under the laws of a country other than the United States or its territories or possessions).
- ☐ is not a foreign business concern i.e., a business concern organized or existing under the laws of a country other than the United States or its territories or possessions).

PROVISIONS D THROUGH F OF THESE REPRESENTATIONS AND CERTIFICATIONS ARE NOT APPLICABLE WITH RESPECT TO WORK PERFORMED OUTSIDE OF THE UNITED STATES BY EMPLOYEES WHO WERE NOT RECRUITED WITHIN THE UNITED STATES.

D. (FAR 52.222-21) NONSEGREGATED FACILITIES REQUIREMENTS Applies when Subcontract will include FAR 52.222-26 Equal Opportunity.

1. (FAR 52.222-21) CERTIFICATION OF NONSEGREGATED FACILITIES

- a. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- b. By the submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Subcontract.

- c. The Offeror further agrees that (except where it has obtained identical certifications from proposed lower-tier subcontractors for specific time periods) it will –
- i. Obtain identical certifications from proposed lower-tier subcontractors before the award of a subcontract under which the Subcontractor will be subject to the Equal Opportunity clause;
 - ii. Retain the certifications in the files; and

2. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a Subcontract under which the Subcontractor will be subject to the Equal Opportunity clause.

E. (FAR 52.222-22) PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The Offeror represents that it –

1. ☐ has participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925 or the clause contained in Section 201 of Executive Order 11114 and has filed all required compliance reports; or
2. ☐ has participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925 or the clause contained in Section 201 of Executive Order 11114 but has not filed all required compliance reports; or
3. ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive order 10925 or the clause contained in Section 201 of Executive Order 11114 and therefore no compliance reports have been required.

F. (FAR 52.222-25) AFFIRMATIVE ACTION COMPLIANCE (Applies when the Offeror has 50 or more employees, or if the Offeror has employees that perform work at a construction site.)

The Offeror represents that it:

1. a. ☐ has developed will maintain and has on file, or
- b. ☐ has not developed and does not have on file, at each establishment, a written affirmative action program required by the rules and regulations of the Secretary of Labor (41 CFR 60-1, 60-2 or 60-4)
- c. ☐ has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.
2. If 1.b is marked, then the Offeror represents that it will develop, maintain, update annually and have on file, at each establishment, a written affirmative action compliance program within 120 days from the commencement of any contract in excess of \$50,000 it receives from the Buyer.

PROVISIONS G THROUGH H OF THESE REPRESENTATIONS AND CERTIFICATIONS ARE NOT APPLICABLE WITH RESPECT TO WORK PERFORMED OUTSIDE OF THE UNITED STATES AND ITS OUTLYING AREAS.

G. CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (April 1984). Applies only if the US Government solicitation provided to RTI includes the clause.

(This provision is not applicable to (1) offers of \$100,000 or under; (2) indefinite quantity contracts where the amount ordered in any year is not projected by RTI to exceed \$100,000 as set forth in the solicitation; or (3) commercial items. None of these exemptions apply if the facility to be used is on the EPA List of Violating Facilities for a conviction under the Air Act or the Water Act. See FAR 23.104 (a) and (b).)

The Offeror certifies that –

1. Any facility to be used in the performance of this proposed Subcontract
☐ is, or ☐ is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
2. The Offeror will immediately notify RTI, before award, of the receipt of any communication from the Administrator, or a designee of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the Subcontract is under consideration to be listed on the EPA List of Violating Facilities; and
3. The Offeror will include a certification substantially the same as this certification, including this paragraph 3, in every nonexempt lower tier subcontract as defined in FAR Part 23.104

H. CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (Modified 52.223-13 August 2003/October 1995) (Applicable only if FAR 52.223-14 is to be included in the resulting Subcontract. Not applicable to solicitations for commercial items or for solicitations that are expected not to exceed \$100,000.)

The Offeror certifies that –

- a. ☐ As the owner or operator of facilities that will be used in the performance of this Subcontract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the Subcontract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

- b. ☐ None of its owned or operated facilities to be used in the performance of this Subcontract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(check each block that is applicable)

- i. ☐ The facility does not manufacture, process or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- ii. ☐ The facility does not have ten (10) or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- iii. ☐ The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- iv. ☐ The facility does not fall within the following Standard Industrial Classification (SIC) ([see http://www.osha.gov/pls/imis/sic_manual.html]) or their corresponding North American Industry Classification System (NAICS) sectors [see <http://www.census.gov/epcd/www/naics.html>]):
- (A) Major group 10 (except 1011, 1081, and 1094).
- (B) Major group 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or for fee basis); or
- v. ☐ The facility is not located within any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

I. OFFEROR'S SIGNATURE

By signing this document, the Offeror certifies to the accuracy and completeness of the Representations and Certifications contained herein.

Company: _____

Date: _____

Address: _____

Phone: _____

Name: _____

Email: _____

Signature: _____

Title: _____

SUBCONTRACTOR'S RELEASE AND ASSIGNMENT



A. Release

Pursuant to the terms of **Subcontract Number 3-312-0208947** and in consideration of the sum of _____ Dollars (\$_____) which has been or is to be paid to Los Angeles County Department of Public Health or its assignees, the Subcontractor, upon payment of the said sum by Research Triangle Institute (RTI), does remise, release, and discharge RTI and the United States Government from all liabilities, obligations, claims and demands whatsoever under or arising from the said subcontract except:

- Specific claims, in stated amounts or in estimated amounts when the exact amounts are not known, as follows:
- Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Subcontractor to third parties arising out of the performance of this subcontract, which are not known to the Subcontractor on the date of the execution of this release, and of which the Subcontractor gives notice in writing to RTI within three (3) years following the release date or notice of final payment date, whichever is earlier.
- Claims for reimbursement of costs (other than expenses of the Subcontractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Subcontractor under the clauses of this subcontract relating to patents.

B. Assignment

The Subcontractor does hereby:

- Assign, transfer, and release to the UNITED STATES OF AMERICA (hereinbefore called the United States Government), all right, title and interest to all refunds, rebates, credits and other amounts (including any interest thereon), arising out of the performance of the said subcontract, together with all rights of action accrued or which may hereafter accrue under the said subcontract.
- Agree to take whatever action may be necessary to effect prompt execution of any refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and promptly to forward to the contracting officer of the applicable prime contract a check (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable profits of any such action to effect collection shall constitute allowable costs when approved by the government contracting officer as stated in the prime contract and may be applied to reduce any amounts otherwise payable to the government under the terms thereof.
- Agree to cooperate fully with the government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the government to represent it at any hearing, trial, or other proceeding arising out of such claim or suit.

C. Certification

The Subcontractor does hereby:

1. Certify that:
☐ there was no property purchased under this subcontract.
☐ property was purchased under this subcontract and a final property report is attached.
2. Certify that:
☐ there were no potentially patentable inventions under this subcontract.
☐ there were potentially patentable inventions under this subcontract and a final invention disclosure report is attached.
3. Certify that all deliverables specified in said subcontract:
☐ were previously submitted.
☐ are attached.
4. Certify that the number of Labor Hours provided totaled _____.
(Completion of this item is required only if subcontract is Level of Effort or Time and Materials)

D. Quick Closeout

Determination and acceptance of final indirect costs under the quick closeout procedure shall be final for this subcontract only and no adjustment shall be made to other subcontracts for over- or under-recoveries of costs allocated or allocable to this subcontract. Indirect cost rates used in the quick closeout of this subcontract shall not be considered a binding precedent when establishing the final indirect cost rates for other subcontracts.

IN WITNESS WHEREOF, this Subcontractor's Release and Assignment has been executed by an authorized official.

Los Angeles County Department of Public Health
600 S. Commonwealth Ave.
Suite 1920
Los Angeles, CA 90005

Signature: _____
Name: _____
Title: _____
Date: _____

NOTE: In the case of a corporation, the following certification must be completed.

CERTIFICATION

I, _____, certify that I am _____ of the corporation named
(Official Title)
as Subcontractor in the foregoing Release and Assignment; that _____, who signed
said Release and Assignment on behalf of the Subcontractor, was then _____ of
(Official Title)
said corporation; that said Release and Assignment was duly signed for and on behalf of said corporation by
authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

(Signature)

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
DEPARTMENT OF PUBLIC HEALTH

DEPT'S. NO. 295November 21, 2008

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FISCAL YEAR 2008/09

4-VOTE ✓

SOURCES:

Department of Public Health
A01 - PH - 91 - 906A - 23450
Local Grants - Other \$ 25,000
Increase Revenue

Total \$ 25,000

USES:

Department of Public Health
A01 - PH - 2000 - 23450
Services & Supplies 25,000
Increase Appropriation

Total \$ 25,000

JUSTIFICATION

This appropriation adjustment is requested to provide spending authority for the HIV Epidemiology Program to support a Transgender HIV Behavioral Survey pilot study which will be funded by pass-through CDC National HIV Behavioral Surveillance system funds through RTI International for Fiscal Year ending June 30, 2009. There is no Net County Cost.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

CHIEF ADMINISTRATIVE OFFICER'S REPORT

19 DEC 16 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Leticia S. Moisa
Leticia S. Moisa
Director of Finance, Public Health Services

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER

NO. 086

BY *Karen Shikuma*
Dec 1 20 *18*

APPROVED AS REQUESTED

AS REVISED

December 2, 2008

CHIEF ADMINISTRATIVE OFFICER

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

20

BY

DEPUTY COUNTY CLERK